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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
T & T IMPORTS, INC.,

Plaintiff,

-against-

RENZO FOOD CORP., d/b/a Fine Fare Supermarket;  
JOHNNY DIAZ, individually and in his corporate  
capacity; and GENERAL TRADING CO., INC.,

Defendants.  
-----X

:  
: ECF CASE  
:

:  
: 07 Civ. 10990 (JFK) (DF)  
:

:  
: **PROOF OF SERVICE OF**  
: **ORDER TO SHOW CAUSE**  
:

Carl E. Person hereby declares, pursuant to the penalties of perjury under 28 U.S.C. § 1746,  
that the following statements are true and correct:

I am not a party to this action, am over 18 years of age, and on February 28, 2008, I served a  
true copy of the annexed **Order to Show Cause for Default Judgment** dated February 28, 2008 (the  
"Document") on the Defendants, by mailing a copy of the Document to said Defendants as follows:

Renzo Food Corp.  
763 Concourse Village West  
Bronx NY 10451

Johnny Diaz  
763 Concourse Village West  
Bronx NY 10451

I declare under penalty of perjury that the foregoing is true and correct.

Executed in New York, New York on March 6, 2008.



\_\_\_\_\_  
Carl E. Person

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

T & T IMPORTS, INC.,

Plaintiff,

v.

RENZO FOOD CORP., d/b/a Fine Fare Supermarket;  
JOHNNY DIAZ, individually,  
and GENERAL TRADING CO., INC.,

Defendants.

ECF CASE

07-CV-10990 (JFK) (DF)

**ORDER TO SHOW CAUSE  
FOR DEFAULT JUDGMENT**

FEB 27 2008

Upon the declarations of Carl E. Person dated February 25, 2008, Carlos E. Frias dated February 18, 2008 and Ernesto Taveras dated February 18, 2008, and the respective exhibits annexed thereto, and upon all other papers and proceedings heretofore had herein, it is

**ORDERED**, that Defendants **RENZO FOOD CORP.**, d/b/a Fine Fare Supermarket and **JOHNNY DIAZ**, show cause before the Honorable John F. Keenan, United States District Judge, in Courtroom 20C, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, on March 12, 2008 at 9<sup>30</sup> o'clock A.M. why under Rule 55(a) of the Federal Rules of Civil Procedure a default judgment should not be entered against each of Defendants Renzo Food Corp. and Johnny Diaz, jointly and severally; and it is further

**ORDERED**, that service of a copy of this Order, together with the papers on which it is based, by mail upon each of the defendants, to their last-known address, on or before March 5, 2008 shall be deemed good and sufficient service thereof. Proof of such service shall be filed by the Plaintiff, by ECF filing, no later than 10<sup>00</sup> A.m. on March 10, 2008.

Dated: New York, New York

February 28, 2008

  
U.S.D.J.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X		
T & T IMPORTS, INC.,	:	<b>ECF CASE</b>
	:	
<b>Plaintiff,</b>	:	<b>07-CV-10990 (JFK) (DF)</b>
	:	
<b>v.</b>	:	<b>ORDER GRANTING</b>
	:	<b>PLAINTIFF’S MOTION FOR</b>
	:	<b>ENTRY OF DEFAULT</b>
<b>RENZO FOOD CORP., d/b/a Fine Fare Supermarket;</b>	:	<b>JUDGMENT</b>
<b>JOHNNY DIAZ, individually,</b>	:	
<b>and GENERAL TRADING CO., INC.,</b>	:	
	:	
<b>Defendants.</b>	:	
	:	
-----X		

Upon consideration of the Plaintiff’s motion for entry of a default judgment against Defendants Renzo Food Corp. (“Renzo”) and Johnny Diaz (“Diaz”), and declarations submitted by the Plaintiff and Plaintiff’s counsel, and there being no opposition thereto, and it appearing to the Court that Defendants Renzo and Diaz failed to plead or otherwise defend in this action; and that a principal balance in the amount of \$\_\_\_\_\_ is due plaintiff, and that plaintiff are entitled to contract interest pursuant to the parties’ agreement in the amount of \$\_\_\_\_\_, and that plaintiff incurred reasonable attorney’s fees in the amount of \$\_\_\_\_\_, and that plaintiff has the right to recover against Defendants under Section 5(c) of the Perishable Agricultural Commodities Act, 7 U.S.C. §499(e)(a-c) (“PACA”), it is hereby

**ORDERED**, that Plaintiff’s motion for entry of a default judgment be, and is hereby, granted; and it is further,

**ORDERED, ADJUDGED AND DECREED** that judgment is hereby entered in favor of Plaintiff, T & T Imports, Inc., 571 Austin Place, Bronx, New York 10455, and against Renzo

Food Corp., and Johnny Diaz, 763 Concourse Village West, Bronx, New York 10451-3801, under PACA in the principal amount of \$\_\_\_\_\_, plus contract interest of \$\_\_\_\_\_, and an award of reasonable attorney fees and costs in the amount of \$\_\_\_\_\_ incurred by plaintiff, for a total judgment of \$\_\_\_\_\_.

**ENTERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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**U.S.D.J.**

LP2\_Person\_decl\_supp\_OSC Doc

Carl E. Person  
 Attorney for Plaintiff  
 325 W. 45<sup>th</sup> Street – Suite 201  
 New York NY 10036-3803  
 Telephone: (212) 307-4444  
 Facsimile: (212) 307-0247  
 carlpers@ix.netcom.com

**UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK**

-----X	
	: <b>ECF CASE</b>
<b>T &amp; T IMPORTS, INC.,</b>	:
	: <b>07-CV-10990 (JFK) (DF)</b>
<b>Plaintiff,</b>	:
	:
<b>v.</b>	: <b>CARL E. PERSON</b>
	: <b>DECLARATION IN</b>
	: <b>SUPPORT OF ORDER</b>
<b>RENZO FOOD CORP., d/b/a Fine Fare Supermarket;</b>	: <b>TO SHOW CAUSE FOR</b>
<b>JOHNNY DIAZ, individually,</b>	: <b>DEFAULT JUDGMENT</b>
<b>and GENERAL TRADING CO., INC.,</b>	: <b>WITH ATTORNEY'S FEES</b>
	:
<b>Defendants.</b>	:
-----X	

I, **Carl E. Person**, declare as follows:

1. I am the attorney for the Plaintiff, T & T Imports, Inc., in the above-captioned action, am fully aware of the facts stated herein, and make this declaration in support of the Plaintiff's motion, by way of order to show cause, for an order to enter a default judgment against Defendants Renzo Food Corp. ("Renzo") and Johnny Diaz ("Diaz").

2. I have been admitted to the bar of the State of New York since 1962, and have been admitted to the Southern District of New York since 1970.



3. I have practiced general civil litigation continuously since my admission to the bar, and during the past eight months have developed a working knowledge in PACA matters.

4. On December 4, 2007, I filed the Complaint (EXHIBIT 1 hereto) which itself has two exhibits (SUB-EXHIBIT A with the PACA Invoices and the Plaintiff's summary of the accrued amount due as of September 6, 2007; and SUB-EXHIBIT B, including a PACA Trust Chart with interest calculation through November 29, 2007 (showing accrued interest as of 11/29/07 amounting to \$2,384.46); and

5. The PACA Trust Chart (SUB-EXHIBIT B) with interest recalculated as of February 22, 2008 (55 days @ \$4.897 per day, which equals \$269.34) increased the accrued Interest Total from said \$2,384.46 to **\$2,653.80**.

6. Attached as EXHIBIT 3 is a copy of the Dun and Bradstreet Risk Management "Live Report" from <http://www.dnbi.com> providing information on Renzo dated November 14, 2007 listing Johnny Diaz as the principal of Renzo.

7. On December 7, 2007, the Summons and Complaint as against Renzo and Diaz were duly served on defendants (see EXHIBIT 4 hereto).

8. As of this date, Defendants Renzo and Diaz have not answered or responded in any way after being duly served, on December 7, 2007 (EXHIBIT 4).

9. My standard billing rate for commercial litigation, as an individual practitioner, is \$200 per hour, which is exceedingly reasonable when compared to the rates charged by other attorneys with my experience and expertise.

10. I have reviewed my files and time records and confirm that the attached worksheet (EXHIBIT 5), showing fees and costs of \$4,035.43, accurately reflects the time spent by me (and disbursements) in this action through February 20, 2008.

Accordingly, I request an award of attorneys' fees and disbursements, including court filing fees, in the sum of \$4,035.43, the actual amount billed to the Plaintiff in this case, with a supplemental amount of time charges and disbursements to be supplied prior to entry of final judgment.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed on February 26, 2008 at New York, New York.

By:   
Carl E. Person

LP2\_Frias\_Declaration\_for OSC Doc

Carl E. Person  
Attorney for Plaintiff  
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New York NY 10036-3803  
Telephone: (212) 307-4444  
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carlpers@ix.netcom.com

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X		
<b>T &amp; T IMPORTS, INC.,</b>	:	<b>ECF CASE</b>
	:	
<b>Plaintiff,</b>	:	<b>07-CV-10990 (JFK) (DF)</b>
	:	
<b>v.</b>	:	<b>CARLOS E. FRIAS</b>
	:	<b>DECLARATION IN</b>
	:	<b>IN SUPPORT OF ORDER</b>
<b>RENZO FOOD CORP., d/b/a Fine Fare Supermarket;</b>	:	<b>TO SHOW CAUSE FOR</b>
<b>JOHNNY DIAZ, individually,</b>	:	<b>DEFAULT JUDGMENT</b>
<b>and GENERAL TRADING CO., INC.,</b>	:	<b>WITH ATTORNEY FEES</b>
	:	
<b>Defendants.</b>	:	
	:	
-----X		

I, **Carlos E. Frias**, do hereby declare, pursuant to the penalties of perjury under 28 U.S.C.

§1746, that the following statements are true and correct:

1. I am an officer of plaintiff *T & T Imports, Inc.* whose principal officers that I report to are Antonio Taveras and Rosa Taveras, respectively.
2. That T & T Imports Inc. is duly licensed with the U.S. Department of Agriculture under PACA as a wholesale dealer with a current License No: 19930983. A copy of the online USDA PACA License search report herewith is marked **EXHIBIT 6**.



3. I make this Declaration in Support of an Order to Show Cause for Summary Judgment with Attorney Fees against defendants RENZO FOOD CORP., d/b/a Fine Fare Supermarket ("Renzo"), and principal JOHNNY DIAZ, individually ("Diaz").
4. I am responsible for collection of moneys due from dealers receiving our goods provided by number Invoice.
5. I am also responsible for supervising employees in the sale of fruit and vegetable goods, and supervising our salesman Ernesto Taveras who takes orders from dealers, by preparing an invoice for each order to be delivered to respective dealer agreement for reimbursement terms defined under the Perishable Agricultural Commodities Act (PACA) herein.
6. That from June 30, 2006 thru July 29, 2006, our salesman Ernesto took orders by telephone for wholesale fruit and vegetables from Renzo Food, Corp. d/b/a Fine Fare Supermarket and principal Johnny Diaz.
7. Accordingly, from June 30, 2006 thru July 29, 2006 upon receiving each telephone order from Renzo Food, Corp. d/b/a Fine Fare Supermarket principal Johnny Diaz, Ernesto assigned an Order Identification Number for the respective order that appears in the respective invoice that lists every item unit and number of units with the respective unit price and line total for each item with a total dollars due.
8. That each respective invoice for goods ordered then was shipped to Renzo Food, Corp. d/b/a Fine Fare Supermarket with a unique Order Identification Number used to prepare the order for delivery by truck that accompanied the respective delivery to the attention of "Leo" at 763 West Concourse Village Avenue Bronx New York; and
9. That upon delivery by our truck driver the respective Invoice for the respective Order was signed by "Leo" for acceptance.

10. That as is required under PACA TRUST PROVISIONS, 7 U.S.C. §499e(c) on each respective Invoice we have a statement above the Signature of the Order receiving agent that states:

\* No return or claim of merchandise after 24 hours.

\*The perishable agricultural commodities listed on this invoice are sold subject to statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\*\$25 Fee for returned checks

11. That "Leo" signed below each PACA Trust Provision Statement on every respective Invoice accepting each order and did not return the Respective Order within 24 Hours, as is shown in the eleven Invoices annexed to the Complaint herewith marked **EXHIBIT 1 Sub-exhibit A**.
12. That on the day of the respective delivery the respective signed Invoice was returned by the Truck driver to Ernesto Taveras for verification of the respective order.
13. When verified, Ernesto turned each signed Invoice over to me for further action.
14. On or about October 10, 2006, T & T Imports Inc. received a check from RENZO FOOD CORP. in the amount of \$500.00, Check No; 10027, as a payment against invoiced amounts outstanding against the invoices shown as **EXHIBIT 1 Sub-exhibit A**.
15. The RENZO FOOD CORP. in the amount of \$500.00, Check No; 10027 was then deposited into our checking account for payment, and thereafter was returned by our Bank as an uncollected from the Renzo. a copy of the check is herewith marked **EXHIBIT 7**.
16. As such T & T Imports Inc. is also entitled to a check return charge of \$25.00 for a total of

\$525.00 listed as "type" General Journal of 10/18/06 as shown on the PACA Trust Provision Statement of **EXHIBIT 1 Sub-exhibit A**.

17. I followed up for all amounts due and owing including the returned Check NO. 10027 with RENZO FOOD CORP., d/b/a Fine Fare Supermarket and JOHNNY DIAZ, and to no avail I then prepared a summary of the Invoices which accompanies the eleven Invoices shown as **EXHIBIT 1 Sub-exhibit A**.

18. On September 6, 2007 pursuant to 7 USC 499f, I sent a complaint to the United States Department of Agriculture under PACA provisions against Fine Fare Supermarket in regards to its failure of payment under the PACA Trust provisions: and to no avail the USDA was not able to assist us in our attempt at collection, a copy of the USDA Complaint herewith marked **EXHIBIT 8**.

19. On September 27, 2007 I forwarded to our collections consultant *Court Recovery Services* the record of our attempt to collect the outstanding PACA Trust provision amounts owed by RENZO FOOD CORP., d/b/a Fine Fare Supermarket or Johnny Diaz;

20. None of the respective Invoice and bounced check Amounts due and owing in the total amount of \$9,920.25 consisting of the principal amount of unpaid Invoices **\$9,920.25** including the bounced check and fee, shown as **Exhibit 1 Sub-exhibit A** have been reimbursed by RENZO FOOD CORP., d/b/a Fine Fare Supermarket or Johnny Diaz to date: and

21. Thereafter, the collection matter was referred to attorney Carl E. Person to represent T & T Imports Inc. for filing a PACA Complaint herein.

22. That I request that *T & T Imports Inc.* be granted a default judgment against defendants, **RENZO FOOD CORP.**, d/b/a Fine Fare Supermarket; and **JOHNNY DIAZ**, individually.

in the total amount of \$12,720.22 consisting of the principal amount of 9,920.25 for unpaid Invoices returned check, plus interest of \$ 2,790.97. and an award of reasonable attorney fees and costs incurred by plaintiff in enforcing plaintiff's trust rights under the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499e(c).

*T & T Imports Inc.*

**Dated: Bronx New York**  
**February 18, 2008**

  
**CARLOS E. FRIAS**  
**Officer**

LP2\_Ernesto\_Declaration\_for\_OSC Doc

Carl E. Person  
 Attorney for Plaintiff  
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 carlpers@ix.netcom.com

**UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	<b>ECF CASE</b>
<b>T &amp; T IMPORTS, INC.,</b>	:	
	:	<b>07-CV-10990 (JFK) (DF)</b>
<b>Plaintiff,</b>	:	
	:	<b>ERNESTO TAVERAS</b>
<b>v.</b>	:	<b>DECLARATION IN</b>
	:	<b>SUPPORT OF ORDER</b>
<b>RENZO FOOD CORP., d/b/a Fine Fare Supermarket;</b>	:	<b>TO SHOW CAUSE FOR</b>
<b>JOHNNY DIAZ, individually,</b>	:	<b>DEFAULT JUDGMENT</b>
<b>and GENERAL TRADING CO., INC.,</b>	:	<b>WITH ATTORNEY FEES</b>
	:	
<b>Defendants.</b>	:	
	:	
-----X		

I, **Ernesto Taveras**, do hereby declare, pursuant to the penalties of perjury under 28 U.S.C.

§1746, that the following statements are true and correct:

1. I am an Employee of plaintiff *T & T Imports, Inc.* under the supervision of Carlos E. Frias.
2. I am a salesman responsible for sales of fruit and vegetable goods in person and by phone and my duties include preparation of an invoice for each order to be delivered to a respective dealer under agreement for reimbursement terms defined under the Perishable Agricultural Commodities Act (PACA) herein.



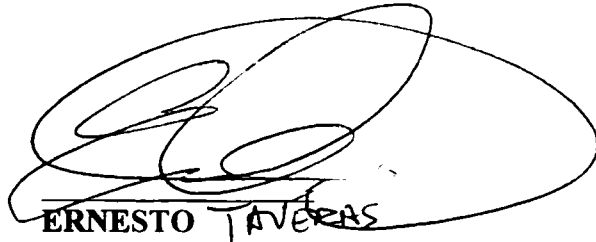
3. I make this Declaration in Support of an Order to Show Cause for Summary Judgment with Attorney Fees against defendants RENZO FOOD CORP., d/b/a Fine Fare Supermarket (“Renzo”), and its principal JOHNNY DIAZ, and individually (“Diaz”).
4. From June 30, 2006 thru July 29, 2006, by telephone I received orders for wholesale fruit and vegetables from Renzo Food, Corp. d/b/a Fine Fare Supermarket principal Johnny Diaz.
5. Accordingly from June 30, 2006 thru July 29, 2006 upon receiving each telephone order from Renzo Food, Corp. d/b/a Fine Fare Supermarket principal Johnny Diaz, I assigned an Order Identification Number for the respective order that appears in the respective invoice that lists every item unit and number of units with the respective unit price and line total for each item with a total dollars due.
6. That each respective invoice for goods ordered and shipped to Renzo Food, Corp. d/b/a Fine Fare Supermarket with a unique Order Identification Number was used to prepare the order for delivery by truck that accompanied the respective delivery to the attention of “Leo” at 763 West Concourse Village Avenue Bronx New York; and
7. That upon delivery by our truck driver the respective Invoice for the respective Order was signed by “Leo” for acceptance.
8. That as is required under PACA TRUST PROVISIONS. 7 U.S.C. §499e(c) on each respective Invoice we have a statement above the Signature of the Order receiving agent that states:

\* No return or claim of merchandise after 24 hours.

\*The perishable agricultural commodities listed on this invoice are sold subject to statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

9. That "Leo" signed below each PACA Trust Provision Statement on every respective Invoice accepting each order and did not return the Respective Order within 24 Hours, as is shown in the eleven Invoices annexed to the Complaint herewith marked **EXHIBIT 1 Sub-exhibit A**.
10. That on the day of the respective delivery the respective signed Invoice was returned by the Truck driver to me for verification of the respective order, and when verified I turned each signed Invoice over to Carlos E. Frias, an officer of *T & T Imports Inc.* for further action.
11. To the best of my knowledge none of the respective Invoice Amounts due and owing, shown as **Exhibit 1 Sub-exhibit A** have been reimbursed by RENZO FOOD CORP., d/b/a Fine Fare Supermarket or Johnny Diaz to date.

**Dated: Bronx New York**  
**February 10, 2008**



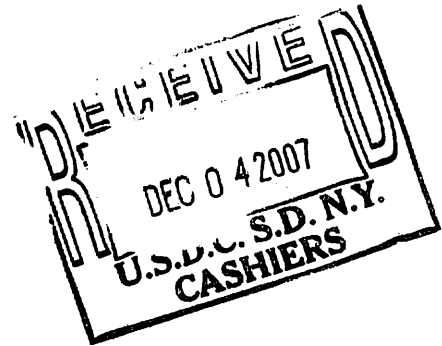
ERNESTO TAVERAS

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**JUDGE KEENAN**

**07 CV 10990**

Carl E. Person  
Attorney for Plaintiff  
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
**T & T IMPORTS, INC.,**

**Plaintiff,**

**v.**

**RENZO FOOD CORP., d/b/a Fine Fare Supermarket;  
JOHNNY DIAZ, individually and in his corporate capacity,  
and GENERAL TRADING CO., INC.,**

**Defendants.**  
-----X

**ECF CASE**

**Index No.**

**COMPLAINT**

Plaintiff T & T Imports, Inc. ("Plaintiff") brings this action against Defendants Renzo Food Corp. (the "Company"), Johnny Diaz, individually and in his corporate capacity (the "Principal") and General Trading Co., Inc. ("General"), for damages and alleges as follows:

**EXHIBIT 1**

### **I. JURISDICTION**

1. Jurisdiction is vested in this Court pursuant to the Perishable Agricultural Commodities Act, specifically 7 U.S.C. § 499(c)(b)(2) and 7 U.S.C. § 499c(c)(5)(i) and pursuant to 28 U.S.C. §1331.

2. Jurisdiction is also vested in this Court in that all corporate parties and the individual defendant regularly conduct business within the Southern District of New York.

3. The Court has supplemental jurisdiction over the Plaintiff's claims arising under state law pursuant to 28 U.S.C. § 1367(a).

### **II. VENUE**

4. Venue in this District is based on 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District and a substantial part of the property that is the subject of this action is situated in this District; also, the Company and the Principal are domiciled in this District, and General is doing business in this District.

### **III. PARTIES**

5. Plaintiff, T & T Imports, Inc., d/b/a T & T Imports Co., a New York corporation, has offices at 571 Austin Place, Bronx, New York 10455, and operates its business under a valid USDA-issued PACA License, number 19930983, in good and active standing.

6. Plaintiff sells wholesale quantities of perishable agricultural commodities (“Produce”) in interstate commerce.

7. Defendant, Renzo Food Corp., d/b/a Fine Fare Supermarket (the “Company”), a New York corporation, is a purchaser of Produce in wholesale quantities and, therefore a “dealer” pursuant to § 499a(b)(6) of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t (the “PACA”).

8. The Company has its principal place of business at 763 Concourse Village West, Bronx, New York 10451-3801.

9. Defendant, Johnny Diaz, individually (the “Principal”), is or was an officer, director and/or shareholder of the Company during the relevant time period. The Principal is or was a person in control of, and responsible for, the disposition of the Company’s assets, including its PACA trust assets.

10. The Principal has a place of business at 763 Concourse Village West, Bronx, New York 10451-3801, and upon information and belief resides in The Bronx, New York.

11. Defendant, General Trading Co., Inc. (“General”), a New Jersey corporation, is or was an de facto officer, director and/or shareholder of the Company during the relevant time period; a person in control of, and responsible for, the disposition of the Company’s assets, including its PACA trust assets; and a knowing recipient of part of Plaintiff’s PACA trust assets, at all times relevant to this action.



12. General has its principal place of business at 455 16<sup>th</sup> Street, Carlstadt, New Jersey 07072, and transacts business in New York and in this District, and is the owner/lessor of the leased premises occupied by the Company and the Principal.

13. General has a controlling interest in the Company by reason of its position as landlord of the premises leased by the Company; upon information and belief, as landlord of the Plaintiff's premises under a lease in default; and as a knowing recipient of the Plaintiff's PACA trust fund assets while beneficiaries of the trust such as the Plaintiff are not being paid.

14. The Company, Principal and General are collectively referred to herein as the "Defendants".

#### **IV. CLAIMS FOR RELIEF**

##### **COUNT I**

##### **Failure to Maintain PACA Trust** **7 U.S.C. §§ 499e(c)(2), 499e(c)(4)**

**(Against the Company)**

15. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-14 as if fully rewritten herein.

16. At the Company's request, Plaintiff sold, on credit, to the Company perishable agricultural commodities, as set forth in the following table:

<u>Defendant</u>	<u>Dates of Transactions</u>	<u>Commodities</u>	<u>Total Amount Sold</u>	<u>Amount Unpaid</u> <sup>1</sup>
Renzo Food Corp.	6/30/06 to 7/29/06	fruits and vegetables	\$9,929.25	\$9,929.25

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1. Includes \$525 returned check (10/18/06). Plus accrued interest and attorney's fees.

17. Plaintiff duly delivered the perishable agricultural commodities to the Company.

18. The Company received and accepted the perishable agricultural commodities from Plaintiff.

19. The Produce identified above was sold pursuant to the invoices attached hereto as Exhibit A.

20. The Company received from the Plaintiff each of the invoices included in Exhibit A.

21. The Company failed to pay for this Produce despite repeated written demands.

22. Pursuant to the payment terms between the Company and the Plaintiff, the Company is in default with respect to the principal amount of \$9,929.25 outstanding to Plaintiff.

23. Pursuant to the trust provisions of PACA, 7 U.S.C. § 499e(c)(2), and the Code of Federal Regulations promulgated thereunder, upon receipt of said commodities, a statutory trust arose in favor of Plaintiff as to all commodities received by the Company, all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment is made for said commodities by the Company to Plaintiff.

24. The Company has failed and refused to pay for the commodities it received and accepted from Plaintiff, despite due demand.

25. On each of the outstanding invoices sent by Plaintiff to the Company, Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust. [7 U.S.C. § 499c(c)(4)], plus interest and attorney's fees. (See, copies of unpaid invoices with respective proofs of delivery attached hereto as Exhibit A.)

26. Plaintiff is an unpaid creditor, supplier and seller of perishable agricultural commodities as those terms are defined under the PACA.

27. Upon information and belief, the Company has dissipated and is continuing to dissipate the corpus of the statutory trust which arose in favor of

Plaintiff and grew upon each delivery to the Company of perishable agricultural commodities.

28. The failure of the Company to hold in trust for the benefit of Plaintiff such perishable agricultural commodities received by it from Plaintiff, and all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment of the sums owing to Plaintiff for said commodities, constitute violations of PACA and PACA Regulations and are unlawful, and, as a direct result Plaintiff has suffered damages.

## **COUNT II**

### **Dissipation of Trust Assets**

**7 U.S.C. §§ 499(b), 499e(c), 499e(c)(4)**

**(Against All Defendants)**

29. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-28 as if fully rewritten herein.

30. Upon information and belief, proceeds obtained from the resale of the perishable agricultural commodities purchased on credit from Plaintiff by the Company, that were needed to make full payment promptly to trust beneficiaries as required by 7 U.S.C. § 499b, were improperly expended by the Company, the Principal and General for other purposes.

31. On each of the outstanding invoices sent by Plaintiff to the Company, Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by

PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust. [7 U.S.C. § 499e(c)(4)], plus interest and attorney's fees. (See, Exhibit A attached hereto.)

32. Upon information and belief, Defendants received funds subject to the trust arising under 7 U.S.C. § 499e(c), which should have been used to pay Plaintiff's outstanding invoices, but were not.

33. As a direct result of the dissipation of trust assets by the Company, the Principal and General, Plaintiff has suffered damages.

### **COUNT III**

#### **Failure to Pay Trust Funds** **7 U.S.C. §§ 499(b)**

#### **(Against the Company)**

34. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-33 as if fully rewritten herein.

35. The Company has failed and refuses to pay Plaintiff \$9,929.25 from the PACA trust, which sum is unpaid and overdue to Plaintiff for the perishable agricultural commodities received and accepted by the Company from Plaintiff.

36. The failure of the Company to make said payments to Plaintiff from the statutory trust fund is a violation of PACA 7 U.S.C. § 499b and PACA



Regulations and is in breach of the Company's fiduciary duty as trustee, and, as a direct result, Plaintiff has suffered damages.

**COUNT IV**

**Breach of Fiduciary Duty / Non-Dischargeability**  
**7 U.S.C. §§ 499b(4), 11 U.S.C. 523(a)**

**(Against All Defendants)**

37. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-36 as if fully rewritten herein.

38. Upon information and belief, from October 13, 2006 to November 24, 2006, the Principal and General managed, controlled and directed the credit purchase of perishable agricultural commodities from Plaintiff on behalf of the Company.

39. Upon information and belief, Defendants received, in the regular course of business, funds subject to the PACA statutory trust which were not used for the payment of Plaintiff's outstanding invoices.

40. Upon information and belief, Defendants, in breach of their fiduciary obligations arising under PACA, directed the disbursement of trust funds for purposes other than making full and prompt payment to Plaintiff as required by PACA, 7 U.S.C. § 499b(4), thereby heightening liability herein to a state of non-dischargeability pursuant to 11 U.S.C. § 523(a).

41. As a direct result of the foregoing, the Company, the Principal and General have violated their fiduciary duties as trustees in failing and refusing to make the payments required to satisfy the priority trust interests of Plaintiff, and, as a direct result, the Plaintiff has suffered damages.

**COUNT V**

**Breach of Contract / Action on Account**

**(Against the Company)**

42. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-41 as if fully rewritten herein.

43. From June 30, 2006 to July 29, 2006, the Company contracted with Plaintiff to purchase fresh fruits on credit. (See, Exhibit A.)

44. Pursuant to the payment terms between the parties, the Company is in default to the Plaintiff on amounts unpaid and outstanding.

45. The Company breached the contract by failing and refusing to pay Plaintiff \$9,929.25. As a direct result, Plaintiff has suffered damages.

**COUNT VI**

**Interest and Attorney's Fees**

**(Against All Defendants)**

46. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-45 as if fully rewritten herein.

47. Pursuant to PACA, 7 U.S.C. § 499e(c), and the Regulations promulgated thereunder, Defendants were statutorily required to maintain a trust in favor of Plaintiff in order to make full payment to Plaintiff of said amount.

48. As a result of the failure of Defendants to maintain the trust and to make full payment promptly, Plaintiff has been required to pay attorney's fees and costs in order to bring this action to compel payment of the trust res.

49. As a result of the failure of Defendants to comply with their statutorily mandated duties to maintain the trust and make full payment promptly, Plaintiff has lost the use of said money.

50. Plaintiff will not receive full payment as required by PACA, 7 U.S.C. § 499e(c), if Plaintiff must expend part of said payment on attorney's fees, and litigation costs, and also suffer the loss of interest on the outstanding amounts owed, all because of violations by Defendants of their statutory duties to maintain the trust and make full payment promptly.

51. In addition to the above recitals, Plaintiff maintains express claims for interest and attorney's fees based upon the terms listed on each invoice, as between merchants, which were all bargained terms of the contract and are sums owing in connection with the produce transaction. Interest to November 29, 2007 totals \$2,384.46 and is accruing daily at \$4.89. (See PACA trust chart attached hereto as Exhibit B.)

**COUNT VII**

**Creation of Common Fund**

**(Against All Defendants)**

52. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-51 as if fully rewritten herein.

53. Plaintiff is commencing this lawsuit on behalf of itself and other similarly situated PACA trust creditors, and any and all monies recovered from Defendants and other third parties will be distributed on a pro-rata basis among the Plaintiff and all perfected PACA trust creditors joined to this lawsuit.

**PRAYER**

**WHEREFORE**, the Plaintiff respectfully prays that this Court issue an Order:

1. Granting judgment in favor of Plaintiff and against each of the Defendants, jointly and severally, in the principal amount of \$9,929.25, together with pre-judgment interest (in accordance with Exhibit B) and post-judgment interest and the costs of this action;
2. Declaring and directing the Defendants to establish and/or preserve a trust fund consisting of funds sufficient to pay Plaintiff's principal trust claim of \$9,929.25 plus pre-judgment interest (in accordance with Exhibit B);

3. Enjoining, until the entry of the relief herein requested and compliance therewith, Defendants and their agents, employees and representatives from, in any way, directly or indirectly, transferring, assigning or otherwise disposing of the above-described trust fund, or any interest therein, in whole or in part, absolutely or as security;

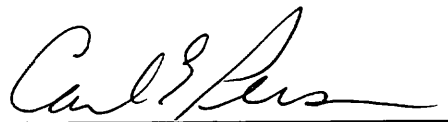
4. Declaring and directing Defendants to assign, transfer, deliver and turn over to Plaintiff as much of the above-described trust fund as is necessary to fully compensate Plaintiff for the damages it has suffered and continues to suffer;

5. Granting Plaintiff reasonable costs and expenses, including attorney's fees in this action; and

6. Such other and further relief, whether in law or in equity, as this Court deems just and proper.

**Dated: New York, New York  
December 4, 2007**

**Respectfully submitted,**

A handwritten signature in cursive script, appearing to read "Carl E. Person", written over a horizontal line.

**Carl E. Person (CP 7637)  
Attorney for the Plaintiff,  
T & T Imports, Inc.  
325 W. 45th Street - Suite 201  
New York, New York 10036-3803  
(212) 307-4444**



10:36 AM  
09/06/07

# **T & T IMPORTS, INC.**

## **Open Invoices**

As of April 28, 2007

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Aging</u>	<u>Open Balance</u>
<b>Fine Fare Concourse Village (Ernesto)</b>				
General Journal	10/18/2006	Ret. Check		525.00
Invoice	6/30/2006	53470	302	955.25
Invoice	7/5/2006	53583	297	1,229.00
Invoice	7/8/2006	53734	294	624.00
Invoice	7/11/2006	53813	291	1,006.00
Invoice	7/14/2006	53804	288	1,051.50
Invoice	7/17/2006	53910	285	708.00
Invoice	7/19/2006	53972	283	549.50
Invoice	7/21/2006	54024	281	702.00
Invoice	7/24/2006	54096	278	1,112.00
Invoice	7/27/2006	54183	275	1,072.00
Invoice	7/29/2006	54242	273	395.00
Total Fine Fare Concourse Village (Ernesto)				<u>9,929.25</u>
<b>TOTAL</b>				<u><u>9,929.25</u></u>

Exhibit A



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53470

**Tropical Republic**  
(Republica Tropical)

Friday, June 30, 2006

Customer

Page 1 of 1

Fine Fare supermarket Leo (718) 665-8600

Order ID 478886891

763 W. Concourse Village AV Bronx

Date 6/30/2006

New York

Salesperson Ericato

Quantity	Product Name	Unit Price	Line Total
1	Aguate Hass Mex.	\$32.00	\$32.00
1	Ajo Sucho 30 lbs.	\$27.00	\$27.00
5	Banana	\$17.00	\$85.00
1	Berenjena Negra	\$13.00	\$13.00
1	Cesar Salad	\$23.00	\$23.00
2	Cebolla Amarilla 20/2	\$15.00	\$30.00
1	Cebolla Blanca 50 lbs.	\$19.00	\$19.00
2	Cebolla Roja 20/2lbs.	\$16.00	\$32.00
1	Cebolla Suelta Roja 25	\$12.00	\$12.00
1	<del>Celery</del>	<del>\$32.00</del>	<del>\$32.00</del>
1	Chayote	\$17.00	\$17.00
1	Cilantro	\$21.00	\$21.00
1	Classic Salad	\$17.00	\$17.00
1	Collard Green	\$11.00	\$11.00
1	Culantro 40 Pk.	\$17.00	\$17.00
1	Green Selection Salad	\$18.50	\$18.50
1	Green Squash	\$12.75	\$12.75
1	Hongo Cello 8oz.	\$11.00	\$11.00
1	Kale	\$11.00	\$11.00
2	Lechuga Cello # 24	\$17.50	\$35.00
2	Limon Verde	\$12.00	\$24.00
1	Maiz	\$18.50	\$18.50
1	manzana mac	\$21.00	\$21.00
1	Manzana Roja	\$27.00	\$27.00
1	naranja 72	\$19.00	\$19.00
1	Papa Roja Suelta	\$24.00	\$24.00
1	<del>Papa Suelta Idaho</del>	<del>\$17.00</del>	<del>\$17.00</del>
2	Peach	\$24.00	\$48.00
1	Pepino	\$18.00	\$18.00
1	Pimiento Italiano	\$17.00	\$17.00
1	Pimiento Rojo	\$28.00	\$28.00
1	Pimiento Verde	\$13.50	\$13.50
8	Plat Ecuador	\$17.50	\$140.00
1	Plum Tomato	\$15.00	\$15.00
2	Repollo	\$12.00	\$24.00
1	Repollo Rojo	\$13.00	\$13.00
1	Scallion	\$14.00	\$14.00
1	toronja 48	\$19.00	\$19.00
1	Yellow Squash	\$16.00	\$16.00
1	Yuca 40 lbs.	\$12.00	\$12.00

57

Signature

\$1755.25

• No return or claim of merchandise after 24 hours.  
• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 490a (c). The seller of these commodities retains a trust claim over these commodities, all inventories, food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment received.

\$25.00 FEE FOR RETURNED CHECKS

Signature: Leonardo

ORIGINAL



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9182

No. 53734

**Tropical Republic**  
(Republica Tropical)

Saturday, July 08, 2006

Page 1 of 1

**Customer**

Fine Fare supermarket Leo (718) 665-1600  
763 W. Concourse Village AV Brook  
New York

Order ID .1143431447

Date 7/8/2006

Salesperson Ernesto

Quantity	Product Name	Unit Price	Total
1	Aguacate Hass Mex.	\$31.00	\$31.00
1	Ajo de Paquete	\$29.00	\$29.00
6	Banana	\$15.00	\$90.00
1	Berenjena Negra	\$15.00	\$15.00
2	Cebolla Amarilla 20/2	\$17.00	\$34.00
1	Cebolla Roja 20/2lbs.	\$16.00	\$16.00
1	Chayote	\$17.00	\$17.00
1	Collard Green	\$12.00	\$12.00
2	Quineo Verde 40 Lbs.	\$15.00	\$30.00
1	Kabucha	\$23.00	\$23.00
2	Limon Verde	\$15.00	\$30.00
1	Manzana Amarilla	\$31.00	\$31.00
1	Manzana Gala	\$35.00	\$35.00
1	Papa Sucha Idaho	\$18.50	\$18.50
1	Pera Bosc	\$33.00	\$33.00
2	Pimiento Verde	\$17.00	\$34.00
1	Plat Maduro	\$23.00	\$23.00
1	Plum Tomato	\$17.00	\$17.00
1	Red Leaf	\$18.50	\$18.50
1	Romaine Lettuce	\$17.00	\$17.00
2	Tomate 5 x 6	\$14.00	\$28.00
1	Yams #1	\$18.00	\$18.00
2	Yuca 40 lbs.	\$12.00	\$24.00
34			\$624.00

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventor food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment received.

Signature LEONARDO

\$25.00 FEE FOR RETURNED CHECKS



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-8155 • Fax: (718) 401-8162

No. 53804

**Tropical Republic**  
(Republica Tropical)

Friday, July 14, 2006

Page 1 of 1

Customer  
Fine Fare supermarket Leo (718) 665-8600 Order ID 1603901463  
763 W. Concourse Village AV. Bronx Date 7/14/2006  
New York Salesperson Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Aguate Hass Mex.	\$31.00	\$31.00
1	Ajo Pelado	\$30.00	\$30.00
4	Banana	\$15.00	\$60.00
1	Berenjena Dominicana	\$19.00	\$19.00
1	Berenjena Negra	\$18.00	\$18.00
1	Broccoli	\$14.00	\$14.00
2	Cebolla Amarilla 20/2	\$23.00	\$46.00
1	Chayote	\$17.00	\$17.00
1	Cilantro	\$25.00	\$25.00
1	Finger Carrot (Baby)	\$17.00	\$17.00
1	Green Squash	\$14.00	\$14.00
2	Guineo Verde 40 Lbs.	\$14.50	\$29.00
3	Lechuga Cello # 24	\$15.00	\$45.00
2	Limon Amarillo	\$27.00	\$54.00
2	Maiz	\$13.00	\$26.00
1	Manzana Rosa	\$31.00	\$31.00
1	Mane Costa Rica 40 lb	\$24.00	\$24.00
1	Naranja 100	\$22.00	\$22.00
1	Naranja 72	\$20.00	\$20.00
1	Naranja Agria	\$21.00	\$21.00
5	Papa Eastern 5lbs	\$14.50	\$72.50
5	Papa Idaho 5lbs	\$12.00	\$60.00
1	Pepino	\$33.00	\$33.00
1	Pimiento Rojo	\$31.00	\$31.00
2	Pimiento Verde	\$16.00	\$32.00
4	Plat Ecuador	\$17.00	\$68.00
1	Plat Maduro	\$22.00	\$22.00
1	Repollo	\$12.00	\$12.00
5	Tomate 5 x 6	\$17.00	\$85.00
1	toronja 56	\$20.00	\$20.00
1	Tray Tomate	\$15.00	\$15.00
1	Yellow Squash	\$14.00	\$14.00
2	Yuca 40 lbs	\$12.00	\$24.00
63			\$1,115.50

-64  
+ 1051.50

\* No return or claim of merchandise after 24 hours.  
\* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 480e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature: [Signature]

ORIGINAL



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53813

**Tropical Republic**  
(Republica Tropical)

Tuesday, July 11, 2006

Page 1 of 1

**Customer**  
Fine Fare supermarket Leo (718) 665-8600  
763 W Concourse Village AV. Bronx  
New York

**Order ID** -512137764  
**Date** 7/11/2006  
**Salesperson** Ernesto

Quantity	Product Name	Unit Price	Line Total
6	Banana	\$16.00	\$96.00
1	Berenjena Dominicana	\$19.00	\$19.00
1	Boniato Saco 50 lbs.	\$21.00	\$21.00
1	Broccoli	\$14.00	\$14.00
1	Cesar Salad	\$23.00	\$23.00
1	Cebolla Blanca 50 lbs.	\$23.00	\$23.00
1	Celery	\$39.00	\$39.00
1	Cilantro	\$19.00	\$19.00
1	Classic Salad	\$17.00	\$17.00
1	Collard Green	\$12.00	\$12.00
1	Culantro 40 Pk.	\$17.00	\$17.00
1	Green Leaf	\$17.00	\$17.00
1	Green Selection Salad	\$18.00	\$18.00
1	Hongo Cello 8oz.	\$11.00	\$11.00
1	Italian Salad	\$22.00	\$22.00
1	Kale	\$11.00	\$11.00
1	Kiwi	\$14.00	\$14.00
2	Lechuga Cello # 24	\$13.00	\$26.00
1	Limon Amarillo	\$29.00	\$29.00
2	Limon Verde	\$14.00	\$28.00
1	Naranja 100	\$19.00	\$19.00
1	naranja 72	\$19.00	\$19.00
2	Nectarine	\$19.00	\$38.00
1	Okra	\$21.00	\$21.00
1	Papa Roja Suelta	\$24.00	\$24.00
1	Pepino	\$27.00	\$27.00
1	Pimiento Italiano	\$21.00	\$21.00
1	Pimiento Verde	\$15.00	\$15.00
8	Plat Ecuador	\$17.00	\$136.00
1	Plat Maduro	\$23.00	\$23.00
1	Plum Rojo	\$24.00	\$24.00
1	Plum Tomato	\$17.00	\$17.00
3	Repollo	\$12.00	\$36.00
3	Tomate 5 x 6	\$15.00	\$45.00
1	Tomate tray	\$17.00	\$17.00
1	Uva Flame	\$23.00	\$23.00
1	Uva Globe	\$25.00	\$25.00
1	Yams #1	\$17.00	\$17.00
57			\$1,023.00

-17  
\$1006

\* No return or claim of merchandise after 24 hours.

\* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 56 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities and inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature Leonora S.C.

ORIGINAL



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9182

No. 53583

**Tropical Republic**  
(Republica Tropical)

Wednesday, July 05, 2006

Page 1 of 1

**Customer**  
Fine Fare supermarket Leo (718) 665-8600  
763 W. Concourse Village AV Bronx  
New York

**Order ID** 310946953  
**Date** 7/5/2006  
**Salesperson** Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Aguate Hass Mex.	\$32.00	\$32.00
6	Banana	\$16.00	\$96.00
1	Bonito Saco 50 lbs.	\$24.00	\$24.00
2	Broccoli	\$21.00	\$42.00
2	Cebolla Amarilla 20/2	\$16.00	\$32.00
1	Cebolla Hispana 50 lbs.	\$18.00	\$18.00
1	Cebolla Suelta Roja 25	\$12.00	\$12.00
1	Celery	\$39.50	\$39.50
1	Coco Seco 40 Count	\$23.00	\$23.00
1	Cole Slaw	\$14.00	\$14.00
1	Collard Green	\$12.00	\$12.00
1	Espinaca Cello	\$10.00	\$10.00
1	Grape Tomato	\$15.00	\$15.00
1	Green Leaf	\$17.00	\$17.00
1	Kale	\$13.00	\$13.00
2	Lechuga Cello #24	\$19.00	\$38.00
2	Limon Amarillo	\$30.00	\$60.00
2	Limon Verde	\$12.00	\$24.00
2	Maiz	\$19.00	\$38.00
3	Mango Mexico	\$5.50	\$16.50
2	Manzana Roja Bolsa	\$19.00	\$38.00
5	Papa Idaho 5lbs	\$12.00	\$60.00
1	Papa Suelta Idaho	\$19.00	\$19.00
1	Peach	\$24.00	\$24.00
1	Pepino	\$19.00	\$19.00
1	Pera Anjou	\$40.00	\$40.00
1	Pimiento Rojo	\$30.00	\$30.00
2	Pimiento Verde	\$14.00	\$28.00
1	Pina	\$16.00	\$16.00
10	Plat Ecuador	\$17.00	\$170.00
1	Plum Tomato	\$18.00	\$18.00
2	Rpollo	\$13.00	\$26.00
1	Romaine Lettuce	\$15.00	\$15.00
1	String Bean	\$27.00	\$27.00
3	Tomato 5 x 6	\$14.00	\$42.00
1	Tomato Cello	\$17.00	\$17.00
1	Toronja	\$18.00	\$18.00
1	Yams #1	\$18.00	\$18.00
1	Yautia Blanca	\$28.00	\$28.00
70			\$1,229.00

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature

ORIGINAL



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9162

No: 53910

**Tropical Republic**  
(Republica Tropical)

Monday, July 17, 2006

Customer

Page 1 of 1

Fine Fare supermarket Leo (718) 665-8600

Order NO 1185933060

761 W. Concourse Village AV. Bronx

Date 7/17/2006

New York

Salesperson Ernesto

Quantity	Product Name	Unit Price	Unit Total
1	Aguaate Florida	\$15.00	\$15.00
1	Banana	\$14.50	\$14.50
1	Boniato Saco 50 lbs.	\$18.00	\$18.00
1	Broccoli	\$13.00	\$13.00
2	Cebolla Amarilla 20/2	\$23.00	\$46.00
1	Cebolla Roja 20/2lbs	\$18.00	\$18.00
1	Celery	\$33.00	\$33.00
1	Collard Green	\$11.00	\$11.00
2	Lechuga Cello # 24	\$16.00	\$32.00
1	Limon Verde	\$15.00	\$15.00
3	Mango Mexico	\$5.50	\$16.50
2	Melon	\$16.00	\$32.00
1	Papa Roja Suelta	\$25.00	\$25.00
1	Papa Suelta Idaho	\$19.00	\$19.00
2	Pimiento Verde	\$17.00	\$34.00
6	Plat Ecuador	\$16.50	\$99.00
1	Plat Maduro	\$22.00	\$22.00
1	Plum Tomato	\$17.00	\$17.00
1	Romaine Lettuce	\$17.00	\$17.00
1	Scallion	\$15.00	\$15.00
1	String Bean	\$20.00	\$20.00
5	Tomate 5 x 6	\$17.00	\$85.00
1	Tomate Cello	\$15.00	\$15.00
1	tomate tray	\$16.00	\$16.00
1	Yams #1	\$16.50	\$16.50
45			\$737.00

8/17

29  
708

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Signature Leonardo

\$25.00 FEE FOR RETURNED CHECKS

ORIGINAL



**T & T IMPORT, CO.**  
 571 Austin Pl., Bronx, NY 10455  
 Tel: (718) 401-9155 • Fax: (718) 401-9182

No. 53972

**Tropical Republic**  
 (Republica Tropical)

Wednesday, July 19, 2006

Page 1 of 1

**Customer**  
 Fine Fare supermarket Leo (718) 665-8600  
 763 W. Concourse Village AV. Bronx  
 New York

**Order ID** -1861936270  
**Date** 7/19/2006  
**Salesperson** Ericcio

Quantity	Product Name	Unit Price	Total
6	Banana	\$14.50	\$87.00
1	Cebolla Suelta Roja 25	\$16.00	\$16.00
1	Green Leaf	\$17.00	\$17.00
2	Guineo Verde 40 Lbs.	\$14.50	\$29.00
1	Hongo Cello 8oz	\$11.00	\$11.00
5	Mango Mexico	\$5.50	\$27.50
1	Manzana Gala	\$36.00	\$36.00
1	Manzana Verde	\$33.00	\$33.00
1	Melon	\$17.00	\$17.00
1	Naranja 100	\$21.00	\$21.00
2	Nectarine	\$17.00	\$34.00
2	Peach	\$16.00	\$32.00
1	Pepino	\$23.00	\$23.00
1	Pera Anjou	\$44.00	\$44.00
3	Plat Ecuador	\$17.00	\$51.00
1	Plum Tomato	\$18.00	\$18.00
1	Red Leaf	\$17.00	\$17.00
1	Repollo	\$12.00	\$12.00
2	Yuca 40 lbs	\$12.00	\$24.00
34			\$549.50

• No return or claim of merchandise after 24 hours.  
 • The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature Leonardo





**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 54024

**Tropical Republic**  
(República Tropical)

Friday, July 21, 2006

Page 1 of 1

**Customer**

Fine Fare supermarket Leo (718) 565-8600

763 W Concourse Village AV Bronx

New York

Order ID -2067615510

Date 7/21/2006

Salesperson Ernesto

Quantity	Product Name	Unit Price	Total Price
1	aguacate hass verde	\$32.00	\$32.00
4	Banana	\$14.50	\$58.00
1	Berenjena Negra	\$25.00	\$25.00
1	Broccoli	\$13.00	\$13.00
1	Chayote	\$17.00	\$17.00
1	Cilantro	\$21.00	\$21.00
1	Classic Salad	\$17.00	\$17.00
1	Green Leaf	\$17.00	\$17.00
1	Kale	\$13.00	\$13.00
1	Kiwi	\$16.00	\$16.00
3	Lechuga Cello # 24	\$15.00	\$45.00
2	Limon Amarillo	\$26.00	\$52.00
2	Limon Verde	\$15.00	\$30.00
1	Melon	\$17.00	\$17.00
5	Papa Eastern 5lbs	\$14.00	\$70.00
1	Pepino	\$17.00	\$17.00
1	Pimiento Rojo	\$26.00	\$26.00
1	Pimiento Verde	\$19.00	\$19.00
3	Plat Ecuador	\$16.00	\$48.00
1	Plat Maduro	\$23.00	\$23.00
1	Plum Rojo	\$25.00	\$25.00
1	Plum Tomato	\$17.00	\$17.00
2	Repollo	\$12.00	\$24.00
1	Yams #1	\$16.00	\$16.00
1	Yautia Blanca	\$28.00	\$28.00
1	Zanahoria de Paquete	\$16.00	\$16.00
40			\$702.00

• No return or claim of merchandise after 24 hours.  
• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventory and other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full pay received.

\$25.00 FEE FOR RETURNED CHECKS



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-8155 • Fax: (718) 401-8162

No. 54096

**Tropical Republic**  
(Republica Tropical)

Monday, July 24, 2006

Customer

Page 1 of 1

Fine Fare supermarket Leo (718) 665-8600

Order ID -232518286

763 W. Concourse Village AV. Bronx

Date 7/24/2006

New York

Salesperson Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Ajo de Paquete	\$28.00	\$28.00
6	Banana	\$14.50	\$87.00
2	Broccoli	\$15.00	\$30.00
3	Cebolla Amarilla 20/2	\$20.00	\$60.00
1	Cilantro	\$19.00	\$19.00
1	Finger Carrot (Baby)	\$17.00	\$17.00
1	Green Squash	\$12.00	\$12.00
1	Hongo Cello 8oz.	\$11.00	\$11.00
1	Kabucha	\$20.00	\$20.00
4	Lechuga Cello # 24	\$17.00	\$68.00
1	Loose Carrot 50 Lbs.	\$19.00	\$19.00
1	Manzana Amarilla	\$29.00	\$29.00
1	Manzana Roja	\$32.00	\$32.00
1	Melon	\$17.00	\$17.00
1	Naranja 100	\$20.00	\$20.00
1	Naranja 80	\$22.00	\$22.00
1	Okra	\$24.00	\$24.00
2	Papa Eastern 5lbs	\$14.00	\$28.00
5	Papa Idaho 5lbs	\$14.00	\$70.00
1	Papa Roja Suelta	\$28.00	\$28.00
1	Papa Suelta Idaho	\$18.00	\$18.00
1	Peach	\$16.00	\$16.00
1	Pepino	\$16.00	\$16.00
1	Pimiento Italiano	\$15.00	\$15.00
1	Pimiento Rojo	\$31.00	\$31.00
3	Pimiento Verde	\$18.00	\$54.00
8	Plat Ecuador	\$15.00	\$120.00
1	Plum Tomato	\$16.00	\$16.00
2	Repollo	\$11.00	\$22.00
6	Tomate 5 x 6	\$15.00	\$90.00
1	Tomate Cello	\$14.00	\$14.00
1	Uva Globe	\$21.00	\$21.00
1	Uva Verde	\$17.00	\$17.00
65			\$1,112.00

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature

ORIGINAL



**T & T IMPORT, CO.**  
571 Austin Pl., Bronx, NY 10455  
Tel: (718) 401-9155 • Fax: (718) 401-9182

No. 54183

**Tropical Republic**  
(Republica Tropical)

Thursday, July 27, 2006

Page 1 of 1

**Customer**

Fine Fare supermarket Leo (718) 665-8600  
763 W. Concourse Village AV Bronx  
New York

Order ID 990245955

Date 7/27/2006

Salesperson Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Aguacate Hass Mex.	\$30.00	\$30.00
1	Ajo Pelado	\$28.00	\$28.00
3	Banana	\$13.00	\$39.00
2	Berenjena Negra	\$17.00	\$34.00
1	Boniato Saco 50 lbs	\$22.00	\$22.00
2	Broccoli	\$15.00	\$30.00
3	Cebolla Amarilla 20/2	\$19.00	\$57.00
1	Cebolla Hispana 50 lbs.	\$22.00	\$22.00
1	Celery	\$23.00	\$23.00
1	Cilantro	\$17.00	\$17.00
1	Classic Salad	\$17.00	\$17.00
1	Collard Green	\$11.00	\$11.00
1	Finger Carrot (Baby)	\$18.00	\$18.00
1	Grape Tomato	\$15.00	\$15.00
1	Hot Pepper	\$28.00	\$28.00
1	Italian Salad	\$22.00	\$22.00
1	Kale	\$12.00	\$12.00
2	Lechuga Cello # 24	\$18.00	\$36.00
2	Limon Amarillo	\$26.00	\$52.00
2	Limon Verde	\$15.00	\$30.00
2	Maiz	\$13.00	\$26.00
1	Naranja 100	\$22.00	\$22.00
1	naranja 72	\$22.00	\$22.00
1	Peach	\$20.00	\$20.00
2	Pepino	\$16.00	\$32.00
1	Para Anjou	\$43.00	\$43.00
1	Pimiento Italiano	\$13.00	\$13.00
1	Pimiento Rojo	\$21.00	\$21.00
1	Plat Ecuador	\$15.00	\$15.00
1	Plat Maduro	\$22.00	\$22.00
2	Plum Tomato	\$16.00	\$32.00
1	Red Leaf	\$17.00	\$17.00
1	Romaine Lettuce	\$23.00	\$23.00
6	Tomate 5 x 6	\$14.00	\$84.00
1	Tomatillo Large	\$23.00	\$23.00
80	Watermelon (Lbs.)	\$0.35	\$28.00
1	Yam #1	\$17.00	\$17.00
2	Yuca 40 lbs.	\$12.00	\$24.00
142			<del>\$1,132.00</del>

~~\$1,132.00~~  
- 60  
\$1072.00

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature Leonardo

ORIGINAL



**T & T IMPORT, CO.**  
 571 Austin Pl., Bronx, NY 10455  
 Tel: (718) 401-9155 • Fax: (718) 401-9156  
**Tropical Republ**  
**(Republica Tropica)**

No. 54242

**Customer**  
 Fine Fare supermarket Leo (718) 665-8600  
 763 W. Concourse Village AV Bronx  
 New York

Quantity	Product Name
✓	Aguacate Hass Mex
✓	Banana
✓	Berenjena Dominicana
✓	Cebolla Amarilla 20/2
✓	Cebolla Roja 20/2lbs
✓	Culantro 40 Pk.
✓	Guineo Verde 40 Lbs.
✓	Melon
✓	Nectarine
✓	Peach
✓	PERA Bosc
✓	Plat Ecuador
✓	Repollo

\$43.00	\$43.00
\$15.00	\$75.00
\$12.00	\$24.00
\$23.00	\$23.00
	\$383.00

T &amp; T Imports

Fine fair super

718 401-9155  
 Carlos wants a  
 Status

12-

395-

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499a (c). The seller of these commodities retains a trust claim over these commodities all inventories food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment received.

\$25.00 FEE FOR RETURNED CHECKS

T &amp; T Imports

ORIGINAL

PACA Trust Chart  
PACA Trust Creditor: T T Imports, Inc.

Invoice No.	Invoice Date	Date Notice Given	Payment Due Date	Invoice Amount Due	Number of Days Overdue 11/29/07 11/29/2007	Accrued Interest through 11/29/07	PACA Trust Amount
-------------	--------------	-------------------	------------------	--------------------	--	--------------------------------------	-------------------

PACA TRUST CHART

PACA Trust Creditor: T & T Imports, Inc.

NAME OF DEBTOR/DEFENDANT: Renzo Food Corp., d/b/a Fine Fare Supermarket  
COURT and CASE NUMBER: SDNY 07 Civ.

53470	6/30/06	6/30/06	07/10/06	\$955.25	507.00	\$238.84	\$1,194.09
53734	7/8/06	7/8/06	07/18/06	\$624.00	499.00	\$153.56	\$777.56
53804	7/14/06	7/14/06	07/24/06	\$1,051.50	493.00	\$255.64	\$1,307.14
53813	7/11/06	7/11/06	07/21/06	\$1,006.00	496.00	\$246.07	\$1,252.07
53583	7/5/06	7/5/06	07/15/06	\$1,229.00	502.00	\$304.25	\$1,533.25
53910	7/17/06	7/17/06	07/27/06	\$708.00	490.00	\$171.08	\$879.08
53972	7/19/06	7/19/06	07/29/06	\$549.50	488.00	\$132.24	\$681.74
54024	7/21/06	7/21/06	07/31/06	\$702.00	486.00	\$168.25	\$870.25
54096	7/24/06	7/24/06	08/03/06	\$1,112.00	483.00	\$264.87	\$1,376.87
54183	7/27/06	7/27/06	08/06/06	\$1,072.00	480.00	\$253.76	\$1,325.76
54242	7/29/06	7/29/06	08/08/06	\$395.00	478.00	\$93.11	\$488.11
99999	10/18/06	10/18/06	10/28/06	\$525.00	397.00	\$102.78	\$627.78
				=====		=====	=====
				\$9,929.25		\$2,384.46	\$12,313.71

The amount of interest per day is equal to: \$4.897

Exhibit B



**DNB**  
Risk Management

## Live Report : RENZO FOOD CORP

**D-U-N-S® Number:** 17-464-4497

**Trade Names:** No trade names for this company.

**Endorsement:** leepakulsky@courtrecoveryser

### D&B Address

**Address** 763 Concourse Vlg W  
Bronx, NY - 10451

**Location Type** Single Location

**Phone** 718 665-8600

**Fax** 718-402-3415

**Web**

FAX  
212  
532 3454

Johnny Cervil Training  
212-682-8070

SANFORD  
Goldberg

718  
824  
5800

Chin  
Fryer  
286 MADISON  
2nd FL  
10017

## Company Summary

### Score Bar

PAYDEX®  
**NA**

Commercial Credit Score Class  
**5**

Financial Stress Class  
**3**

Credit Limit - D&B Conservative  
**UN**

D&B Rating  
**DS**

### D&B Company Overview

This is a single location

Manager	JOHNNY DIAZ, PRIN
Employees	3
SIC	5411
Line of business	Ret groceries
NAICS	445110

### Public Filings

Record Type	# of Records	Most Recent Filing Date
Bankruptcies	0	

**EXHIBIT 2**

✓	Judgments	9	08/07/07
✓	Liens	16	05/01/07
✓	Suits	0	-
✓	UCC's	10	08/01/07

**Commercial Credit Score Class****Commercial Credit Score Class: 5****High** risk of severe payment delinquency over next 12 months.**Financial Stress Score Class****Financial Stress Score Class: 3****Medium** risk of severe financial stress over the next 12 months.**Corporate Linkage - Parent Company**

No parent company found. To view the full family tree, which may include branches, subsidiaries and affiliates, click on [View Details](#).

© 2005-2007 Dun & Bradstreet, Inc.

Jan 23 08 01:04p

Carl E. Person

212-307-0297

P. 1

212-307-0297 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

T & T IMPORTS, INC., Plaintiff,

V.

SUMMONS IN A CIVIL ACTION

RENZO FOOD CORP., d/b/a Fine Fare  
Supermarket; JOHNNY DIAZ,  
individually and in his corporate  
capacity; and GENERAL TRADING CO,  
INC., Defendants.

CASE NUMBER:

07 CV 10990

TO: (Name and address of Defendant)

Renzo Food Corp., d/b/a Fine Fare Supermarket, 763 Concourse Village  
West, Bronx NY 10451-3801

Johnny Diaz, 763 Concourse Village West, Bronx NY 10451-3801

General Trading Co., Inc., 455 16th St., Carlstadt NJ 07072

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Carl E. Person, 325 W. 45th Street - Suite 201, New York NY  
10036-3803 (Tel. 212) 307-4444

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

DEC 04 2007

CLERK

*Patricia Custer*

DATE

100 DEPUTY CLERK

EXHIBIT 3



FROM : ANDREW\_SQUIRE

FAX NO. : 718 771 2243

Mar. 22 2006 07:15AM P2

AO 440 (Rev. 10/93) Summons in a Civil Action - SONY WEB 4/99

RETURN OF SERVICE	
Service of the Summons and Complaint was made by me:	DATE 12/07/07
NAME OF SERVER (PRINT) GENE LOMBARDI	TITLE AGENT FOR IT IMPORTS
Check one box below to indicate appropriate method of service	
<input checked="" type="checkbox"/> Served personally upon the defendant. Place where served: <u>763 CONCOURSE VILLAGE</u> <u>BRANK NY - A LATIN MALE ACCEPTED THE DOCUMENTS FOR RENZO</u> <u>FOOD COURT - HE STATED HE WAS JOHNNY DIAZ, ALL I OFFERED OF RENZO FOOD COURT</u> <input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____ <input type="checkbox"/> Returned unexecuted: _____ _____ <input type="checkbox"/> Other (specify): _____ _____ _____	

STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL

## DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on

12/7/07

Date

Signature of Server

220 FORT CENTER DRIVE  
BRANK NY 10474

LP2\_Req\_Clerk\_Enter\_Default\_Rule\_55.Doc

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X		ECF CASE
	:	
T & T IMPORTS, INC.,	:	07 CV 10990 (JFK)
	:	
Plaintiff,	:	REQUEST TO
	:	<u>ENTER DEFAULT</u>
-against-	:	
	:	
RENZO FOOD CORP., d/b/a Fine Fare Supermarket;	:	
JOHNNY DIAZ, individually and in his corporate	:	
capacity; and GENERAL TRADING CO., INC.,	:	
	:	
Defendants.	:	
-----X		

**TO: J. MICHAEL McMAHON, CLERK OF COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

Please enter default of defendants, Renzo Food Corp. and Johnny Diaz, pursuant to Rule 55(a) of the Federal Rules of Civil Procedure for failure to plead or otherwise defend the above-captioned action as fully appears from the court file herein and from the attached declaration of Carl E. Person dated January 31, 2008.

**Dated: New York, New York  
January 31, 2008**



---

Carl E. Person (CP 7637)  
Attorney for Plaintiff, T & T Imports, Inc.  
325 W. 45th Street - Suite 201  
New York, New York 10036-3803  
(212) 307-4444

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----x		<b>ECF CASE</b>
	:	
<b>T &amp; T IMPORTS, INC.,</b>	:	<b>07 CV 10990 (JFK)</b>
	:	
<b>Plaintiff,</b>	:	<b>DECLARATION OF</b>
	:	<b><u>CARL E. PERSON</u></b>
<b>-against-</b>	:	
	:	
<b>RENZO FOOD CORP., d/b/a Fine Fare Supermarket;</b>	:	
<b>JOHNNY DIAZ, individually and in his corporate</b>	:	
<b>capacity; and GENERAL TRADING CO., INC.,</b>	:	
	:	
<b>Defendants.</b>	:	
	:	
-----x		

I, Carl E. Person, declare as follows:

1.. I am the attorney for the Plaintiff, T & T Imports, Inc. (the "Plaintiff") in the above-captioned action, am fully aware of the facts stated herein, and make this declaration in support of the Plaintiff's application for entry of a default by the Clerk of the Court against Defendants Renzo Food Corp. ("Renzo") and Johnny Diaz ("Diaz").

2.. The Complaint in this action was filed on December 4, 2007, and a summons was issued on the same date.

3.. A copy of the Summons and Complaint was served on Defendants Renzo and Diaz on December 7, 2007, by service of a copy of the Summons and Complaint on Diaz, at 763 Concourse Village, Bronx, New York.

4.. A copy of the Proof of Service was filed on January 31, 2008, showing that an answer or motion was due on December 27, 2007, and that no answer or motion was made by either of the defendants at any time from service of process upon them to the present.

5.. Accordingly, the Plaintiff requests that the Clerk of the Court enter a default as to each of Defendants Renzo and Diaz.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed on January 21, 2008 at New York, New York.

A handwritten signature in blue ink, appearing to read "Carl E. Person".

By: \_\_\_\_\_  
Carl E. Person

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	ECF CASE
T & T IMPORTS, INC.,	: 07 CV 10990 (JFK)
	: <u>PROOF OF SERVICE</u>
Plaintiff,	:
	:
-against-	:
	:
RENZO FOOD CORP., d/b/a Fine Fare Supermarket;	:
JOHNNY DIAZ, individually and in his corporate	:
capacity; and GENERAL TRADING CO., INC.,	:
	:
Defendants.	:
-----X	:

I, **Carl E. Person**, an attorney duly authorized to practice in the State of New York, do hereby affirm that the following is true under the penalty of perjury pursuant to CPLR 2106:

I am not a party to this action, am over 18 years of age, and on January 31, 2008, I caused to be served a true copy of the following documents (the "Documents"):

**REQUEST TO ENTER DEFAULT;  
DECLARATION OF CARL E. PERSON; and  
[proposed] CLERK'S CERTIFICATE OF DEFAULT**

(the "Documents") dated January 31, 2008 on the Defendants, **Renzo Food Corp.** and **Johnny Diaz** by mailing a copy of the Documents to each of them to the following address(es):

Renzo Food Corp.  
763 Concourse Village West  
Bronx, New York 10451-3801

Johnny Diaz  
763 Concourse Village West  
Bronx, New York 10451-3801

**Dated: January 31, 2008**



\_\_\_\_\_  
Carl E. Person (CP 7637)

**Carl E. Person**  
*Attorney at Law*  
325 W. 45<sup>th</sup> Street - Suite 201  
New York NY 10036-3803

Tel: 212-307-4444  
Fax: 212-307-0247

**BY HAND**

**January 29, 2008**

**J. Michael McMahon, Clerk of Court**  
**United States District Court**  
**Daniel Patrick Moynihan United States Courthouse**  
**500 Pearl Street**  
**New York NY 10007-1312**

Tel: (212) 805-0136

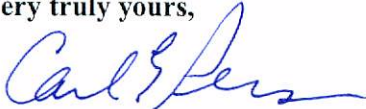
**Re: *T & T Imports, Inc. v. Renzo Food Corp., et al.***  
**07 CV 10990 (JFK) (DF)**  
**Filing of Original Proof of Service as to**  
**Defendants Renzo Food Corp. and Johnny Diaz**

**Dear Mr. McMahon:**

Enclosed for filing is the original of the Proof of Service showing service of the Summons and Complaint on December 7, 2007 upon Defendants **Renzo Food Corp.** and **Johnny Diaz**.

Also, I am emailing to you, at [case\\_openings@nysd.uscourts.gov](mailto:case_openings@nysd.uscourts.gov), a pdf copy of the original Proof of Service.

**Very truly yours,**



**Carl E. Person (CP 7637)**  
**Attorney for the Plaintiff**

**Service of Process:**

1:07-cv-10990-JFK T & T Imports, Inc. v. Renzo Food Corp., et al  
ECF

**U.S. District Court****United States District Court for the Southern District of New York****Notice of Electronic Filing**

The following transaction was entered by Person, Carl on 1/31/2008 at 12:52 PM EST and filed on 1/31/2008

**Case Name:** T & T Imports, Inc. v. Renzo Food Corp., et al  
**Case Number:** 1:07-cv-10990  
**Filer:** T & T Imports, Inc.  
**Document Number:** 4

**Docket Text:**

**AFFIDAVIT OF SERVICE of Summons and Complaint. Renzo Food Corp. served on 12/7/2007, answer due 12/27/2007; Johnny Diaz served on 12/7/2007, answer due 12/27/2007. Service was accepted by Johnny Diaz. Document filed by T & T Imports, Inc.. (Person, Carl)**

**1:07-cv-10990 Notice has been electronically mailed to:**

Carl E. Person carlpers@ix.netcom.com

**1:07-cv-10990 Notice has been delivered by other means to:**

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1008691343 [Date=1/31/2008] [FileNumber=4228753-0]  
] [b03b18cc1d29fabf05dccb1636a1ae0341ea0761981364072018fb7f01b0d9cf21d  
6812024f8514704b32e308ccd1b2b27cf65b7b983976f964a0d8105911173]]



LP2\_Req\_Clerk\_Enter\_Default\_Rule\_55.Doc

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	ECF CASE
	:	
T & T IMPORTS, INC.,	:	07 CV 10990 (JFK)
	:	
Plaintiff,	:	CLERK'S CERTIFICATE
	:	<u>OF DEFAULT</u>
-against-	:	
	:	
RENZO FOOD CORP., d/b/a Fine Fare Supermarket;	:	
JOHNNY DIAZ, individually and in his corporate	:	
capacity; and GENERAL TRADING CO., INC.,	:	
	:	
Defendants.	:	
-----X	:	

I, J. Michael McMahon, Clerk of Court of the United States District Court for the Southern District of New York, DO HEREBY CERTIFY that the Defendants Renzo Food Corp. and Johnny Diaz have failed to plead or otherwise defend as provided by the Federal Rules of Civil Procedure, and have not filed an answer or otherwise moved with respect to the complaint herein. The default of Defendants, **Renzo Food Corp.** and **Johnny Diaz** is hereby noted pursuant to Rule 55(a) of the Federal Rules of Civil Procedure.

**Dated: New York, New York  
January 31, 2008**

**J. MICHAEL McMAHON**

\_\_\_\_\_  
Clerk of Court

By \_\_\_\_\_

  
Deputy Clerk

**EXHIBIT 4**



December 01, 2007

In Reference To: PACA 1 case - T & T Imports, Inc. v. Renzo Food Corp., d/b/a Fine Fare Supermarket; Johnny Diaz, individually and in his corporate capacity; and General Trading Co., Inc.

Invoice #5157

## Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/14/2007	CEP Activity Date 11/14/07 - I called Lee and we made appointment for tomorrow at 12:30 to talk about PACA matter to make motion for TRO - NO CHARGE	0.17 200.00/hr	NO CHARGE
11/29/2007	CEP Activity Date 11/29/07 - prepared draft of complaint based on two other complaints; winding up with about 6-7 causes of action; called Lee and got PACA number for client working on PACA Trust Chart to enable the action to qualify for immediate judgment in the event of a default (chart consists of 11 invoices (and a \$525 returned check) with number of days from date invoice should have been paid, with interest calculated to 11/29 at 18%, added to principal of Trust; and still have to calculate daily rate of interest from 11/29 forward; form will be useful for other PACA lawsuits	6.00 200.00/hr	1,200.00
For professional services rendered		6.17	\$1,200.00
Balance due			\$1,200.00

\$ 1,200.00

December 06, 2007

In Reference To: PACA 1 case - T & T Imports, Inc. v. Renzo Food Corp., d/b/a Fine Fare Supermarket; Johnny Diaz, individually and in his corporate capacity; and General Trading Co., Inc.

Invoice #5163

## Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/1/2007	CEP Activity Date 12/1/07 - set up billing program; prepared and sent 12/1/07 statement to Lee by email, together with copy of the PACA T & T Imports Complaint - NO CHARGE	0.33 200.00/hr	NO CHARGE
12/2/2007	CEP Activity Date 12/02/07 - sent copy of statement and complaint to Lee - NO CHARGE	0.25 200.00/hr	NO CHARGE
12/3/2007	CEP Activity Date 12/03/07 - working on the T & T complaint to make minor revisions; completing Exhibit B with daily interest factor; preparing Civil Cover Sheet; preparing Rule 7.1 Statement; preparing Summons; making pdf copy of Exhibits A and B and of both Complaint with Exhibits (A/B); made 7 copies of complaint with Exhibits A/B - 21 pages x 7 = 147 pages; ready for filing (but do not take to process company)	2.50 200.00/hr	500.00
12/4/2007	CEP Activity Date 12/4/07 - Summons and complaint were filed today - \$350 filing fee (my check); \$4 subway; email to Lee advising him that the case was filed - NO CHARGE	0.02 200.00/hr	NO CHARGE
12/5/2007	CEP Activity Date 12/05/07 - making pdf copies; making copies for service (court rules, individual practices of Judge and Magistrate Judge), summons, complaint, transmitting pdf copy of summons, complaint, civil cover sheet, rule 7.1 statement to case-openings clerk	1.00 200.00/hr	200.00
For professional services rendered		4.10	\$700.00

\$ 700.00

**EXHIBIT 5**

\$ 356.77

Amount	Quantity	Description
\$1,509.87		Balance due
\$1,153.05		Previous balance
\$356.77		Total amount of this bill
\$3.44		Total additional charges
1.80	12	CEP Copying cost 12/19/07 - Copying cost - 2 pages x 6 copies = 12 copies
0.41	4	CEP Postage 12/19/07 - Postage 4 letters @ \$ 4.1 with Notice of Voluntary Dismissal and letter to the judge
1.64	4	CEP Postage 12/19/07 - Postage 4 letters @ \$ 4.1 with Notice of Voluntary Dismissal and letter to the judge
1.77		For professional services rendered
\$353.33		Additional Charges:

Amount	Quantity	Description
240.00	1.20	12/19/2007 CEP Activity Date 12/19/07 - Read Rule 41(a)(1)(A)(i) and prepared Notice of Voluntary Dismissal, read Judge's note, called ECF clerk regarding filing procedure, answer was that Judge needs to say whether the defendant is taken off docket as a defendant, prepared cover letter to Judge and made firm (and attorneys for General and the pro se defendants to their attorney and to Lee addresses a copy of the documents, and emailed copy to General's
50.00	0.25	12/18/07 - Telephone conversation with Carlos Frenos, Secretary of T & T Imports, who said that his boss wanted General to be taken out of case and that Lee had been advised of this. Lee called 2 minutes later, w/c told me to the a discontinuance as to General. I called attorney Goldberg and told him I was going to file a discontinuance; and he said to send him a copy
40.00	0.20	12/17/2007 CEP Activity Date 12/17/07 - 3 telephone conversations with attorney Goldberg and received his letter explaining why his client General was not liable in Goldberg's opinion; see notes also
10.00	0.05	12/14/2007 CEP Activity Date 12/14/07 - got call from lawyer regarding General, 2nd time he called, call on Monday
13.33	0.07	12/11/2007 CEP Activity Date 12/11/07 - got call from someone relating to this case, who said her employer was preparing a letter to fax to me, no letter received

\$ 453.05

Amount	Quantity	Description
\$1,153.05		Balance due
\$1,200.00		Previous balance
\$1,200.00		Total amount of this bill
\$453.05		Total additional charges
27.00	180	12/5/2007 CEP Copying cost 12/5/07 - Copying cost complaint-2 pp. civil cover sheet-2 pp. individual practices-2 judges plus court rules-20 = 49 pages x 4
54.00	64	12/4/2007 CEP Delivery Cost 12/4/07 paralegal expenses filing summons and complaint in court \$50. + \$4 subway expense
350.00	350.00	CEP Recording Fee 12/03/07 - Filing Fee by check # 6671 to be given to court clerk tomorrow for filing of complaint in T & T Imports, Inc P/CA#11 case
22.05	147	12/3/2007 CEP Copying cost 12/03/07 - Copying cost - 21 x 7 copies = 147

Additional Charges:

February 21, 2008

In Reference To: PACA 1 case - T & T Imports, Inc. v. Renzo Food Corp., d/b/a Fine Fare Supermarket; Johnny Diaz, individually and in his corporate capacity and General Trading Co., Inc.

Invoice #5210

Professional Services			<u>Hrs/Rate</u>	<u>Amount</u>
1/24/2008	CEP	Activity Date 01/24/08 - submitted invoice dated 01/24/08 by mail and email - NO CHARGE	0.17 200.00/hr	NO CHARGE
1/24/2008	CEP	Activity Date 01/24/08 - working on SJM papers, problem with notice to defendant re interest, attorneys' fees and 30-day suit	1.00 200.00/hr	200.00
1/25/2008	CEP	Activity Date 01/25/08 - working on the motion papers and list of problems to be resolved	1.00 200.00/hr	200.00
1/28/2008	CEP	Activity Date 01/28/08 - telephone call with Lee; reviewed my questions; Lee said SDNY doesn't require as much as EDNY	0.10 200.00/hr	20.00
1/29/2008	CEP	Activity Date 01/29/08 - Reviewing problems; calling ECF Clerk for guidance in filing original proof of service and the related pdf file; created pdf file for original proof of service; prepared letter to clerk for transmittal of original proof of service; hand-delivered to court; emailed pdf file to new case clerk of court with request for help if this procedure is not correct	0.50 200.00/hr	100.00
1/30/2008	CEP	Activity Date 01/30/08 - clerk rejected the hand filing of original proof of service and made entry in ECF file; proper procedure: (i) file ecf copy of proof of service; (ii) print out receipt for the ecf filing; (iii) file original proof of service with the printout to the Clerk (who apparently at that time makes an adjustment to the docket entry which includes the date that the answer is due	0.07 200.00/hr	13.33
1/31/2008	CEP	Activity Date 01/31/08 - preparation of Request for Clerk to Enter a Default; preparation of Certificate of Clerk for Existence of a Default; preparation of declaration of Carl Person evidencing existence of a default; prepared proof of service; executed the various documents; made copies and mailed copy of motion papers to Renzo and to Diaz (last-known address); call to clerk for procedure; received fax; prepared pdf copy and filed the request for a default; made copy of receipt; took copy of motion papers and proposed Order with receipt printout and obtained certification of Order from Clerk, for use in default judgment motion	2.00 200.00/hr	400.00
2/1/2008	CEP	Activity Date 02/01/08 - telephone conversation with Lee to update (have Clerk's certificate), going to speak with clerk to see if I can make default judgment motion without pre-motion letter due to default	0.05 200.00/hr	10.00
2/6/2008	CEP	Activity Date 02/06/08 - reviewed Judge Keenan's rules; prepared letter requesting pre-motion conference for request to make a default judgment (by order to show cause), and attached Clerk's Certificate of Default; mailed to Judge and to two defendants	0.67 200.00/hr	133.33
2/13/2008	CEP	Activity Date 02/13/08 - Judge's clerk telephone me to say that as to my pre-motion conference request, all I need to do is submit a proposed order to show cause for him to review, sign, and put in service dates.	0.08 200.00/hr	16.67
2/14/2008	CEP	Activity Date 02/14/08 - to LP - working on OSC creating pdf file and emailing package to Lee	1.00 200.00/hr	200.00
2/20/2008	CEP	Activity Date 02/20/08 - Lee called and brought over original of the declaration; reviewing papers	0.08 200.00/hr	16.67
For professional services rendered			8.72	\$1,310.00
Additional Charges				
			<u>Qty/Price</u>	
1/29/2008	CEP	Delivery Cost 01/29/08 - Hand Delivery Cost of letter to Clerk with original of proof of service	1 8.75	8.75
1/29/2008	CEP	Copying cost 01/29/08 - Copying cost - 2 copies of letter to Clerk	2 0.15	0.30

1/31/2008	CEP	Copying cost 01/31/08 - Copying cost 7 x 5 pages x 1 Order = 36 page of the Request to Enter a Default by Clerk	36 0.15	5.40
1/31/2008	CEP	Postage 01/31/08 - Postage for mailing of copy of Request to Enter Default to last-known addresses of Renzo and Diaz (\$.58 x 2)	2 0.58	1.16
Total additional charges				<u>\$15.61</u>
Total amount of this bill				<u>\$1,325.61</u>
Previous balance				<u>\$2,443.16</u>
Balance due				<u>\$3,768.77</u>

\$ 1,325.61

Total to date..... \$ 4,035.43

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<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
19930983	4/12/1993	4/12/2008	Active
<u>Business Name</u>	<u>City</u>	<u>State</u>	
T & T IMPORTS INC	BRONX	NY	
<b><u>Reported Principal (Last Name, First Name)</u></b>			
TAVERAS, ANTONIO			
TAVERAS, ROSA			
<b><u>Trade Names</u></b>			
T & T IMPORT INC			
<b><u>Branch Name , Branch City , Branch State</u> None</b>			

Return to: [Perishable Agricultural Commodities Act \(PACA\)](#)

Print Selected Images

Page 1 of 1

Account	Serial Number	Date	Amount
4310084	10027	10/10/2006	\$500.00

Front Image


10027

NYNB BANK  
BRONX, N.Y. 10459  
A HUDSON VALLEY HOLDING CORP. SUBSIDIARY  
1-333-260

**RENZO FOOD CORP.**

**DATE 10/10/2006**

PAY	<b>T&amp;T IMPORT, CO.</b>	DATE	AMOUNT
TO THE ORDER OF	<u>Five Hundred Dollars And No Cents</u>		<b>\$500.00</b>



⑈010027⑈ ⑆026003353⑆ 04310084⑈

Back Image

WRUC1010303617610109201271

Wachovia certifies that the above image(s) accurately represents the physical item from which it was produced.

**EXHIBIT 7**

## T & T Imports I

571 Austin Place  
Bronx, NY 10454  
Tel. 718-401-915  
Fax 718-401-738  
E-mail ttimpo@gmail

*New File*

9/6/07

To: U.S. Department of Agriculture-PACA

Dear Sir or Madam:

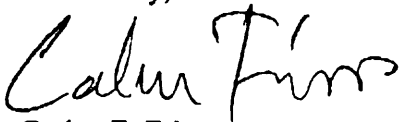
By this mean we would like to file a complaint against FINE FARM CO. located at 763 W. CONCOURSE VILLAGE AVENUE in BRONX, NEW YORK

We have made many attempts during several months to collect the amount owed, but the client would not pay. They also gave us a check back in october of 2006, which was returned for insufficient funds that has not been paid either. This situation represents a great set back for us because we lose credibility with our bank because of the returned check and also the amount of money owed is a rather considerable amount (US\$9,929.25). The invoices we want to collect have been due for more that 12 months already and the agreed terms were 30 days or less from the date of the invoice.

In addition, we have recently learned that the bussines in being sold. We spoke to the new buyer and sent him a statement of the account, however when he reviewed it, he told us that he did not have any knowledge of that balance and that the previous owner is the one who has to take care of that. Despite of our countless phone calls and visits, we have not been able to get in contact with the previous owner for over one month.

We would like help collecting the quantity indebted, for our efforts have shown very little success. I have attached a copy of their statement, copies of all the due invoices and the returned check. If you need any further information, please do not hesitate to contact me.

Yours truly,



Carlos E. Frias  
Secretary

**EXHIBIT 8**